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ZYNGA INC.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

ELECTRONIC ARTS INC.,

Plaintiff,

vs.

ZYNGA INC.,

Defendant.

CASE NO. CV 12 4099 SI

**DECLARATION OF STEPHEN N. YANG  
IN SUPPORT OF ZYNGA INC.'S *EX  
PARTE* APPLICATION TO FILE UNDER  
SEAL PORTIONS OF ITS  
COUNTERCLAIM FOR BREACH OF  
CONTRACT AND VIOLATION OF  
CALIFORNIA BUSINESS AND  
PROFESSIONS CODE SECTION 17200**

ZYNGA INC.,

Counter-Claimant,

vs.

ELECTRONIC ARTS INC.,

Counter-Defendant.

I, Stephen N. Yang, declare:

1. I am an attorney licensed to practice before the Courts of the State of California, and before the United States District Court for the Northern District of California. I am an associate with the law firm of Paul Hastings LLP, attorneys of record for Defendant and Counter-Claimant Zynga Inc. ("Zynga"). If called as a witness, I would and could competently testify thereto to all facts within my personal knowledge.

2. Zynga seeks to seal the following portions of its Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200:

Item No.	Document	Page:Line
1.	Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	1:10 (all words after "released")
2.	Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	8:22 (all words after "into a" and before "settlement agreement")
3.	Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	8:23 (all words after "a release" and before "See")
4.	Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	8:24-25 (all words after "release" and before "See")
5.	Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	12:10 (all words after "agreement that")
6.	Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	12:11 (all words before "included a")
7.	Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	12:12 (all words after "claims" and before "See")
8.	Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	15:27 (all words after "released")
9.	Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	15:28-16:1 (all)
10.	Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code	16:5-8 (all)

	Section 17200	
11.	Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	16:9 (all words before "and to the extent")
12.	Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	16:10-12 (all)
13.	Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	16:13-14 (all words after "and waived")
14.	Exhibit A to Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	In its entirety
15.	Exhibit B to Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	In its entirety

3. The request is narrowly tailored to protect the terms of these confidential settlement agreements to which Zynga is a party and under which Zynga has a duty to maintain their confidentiality.

4. Zynga has compelling reasons and a significant interest in complying with these settlement agreements by maintaining the confidentiality of their terms, and would be prejudiced if such information became publicly available.

5. As EA is also a party to the confidential settlement agreements at issue and bound by the same confidentiality requirements, Zynga anticipates that EA will not oppose this application.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 14th day of September, 2012 in Palo Alto, California.

/s/ Stephen N. Yang  
Stephen N. Yang